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Attorneys for Defendants Rimini Street,
Inc., and Seth Ravin

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ORACLE USA, INC., a Colorado corporation;
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

V.

RIMINI STREET, INC., a Nevada corporation;
AND SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-PAL

**STIPULATION AND [PROPOSED]
ORDER RE DEPOSITION OF SETH
RAVIN PLAYED IN OPEN COURT
ON SEPTEMBER 18, 2015**

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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Oracle USA,
2 Inc., Oracle America, Inc., Oracle International Corporation and Defendants Rimini Street, Inc.
3 and Seth Ravin, through their respective counsel of record, that:

4 WHEREAS, on September 18, 2015, during the examination of Seth Ravin, at trial
5 transcript page 824, line 8, his deposition taken on November 18, 2011 was played in open court;

6 WHEREAS, the trial transcript at page 824, lines 9 to 23, reflects deposition testimony
7 that was not played, and

8 WHEREAS, the parties have stipulated and agreed that the correct deposition testimony
9 played in court was the deposition of Seth Ravin, page 347, line 14 to 348, line 9, as reflected in
10 the attached clip report.

11 SO STIPULATED AND AGREED.

12 Dated: October 5, 2015

13 BOIES, SCHILLER & FLEXNER LLP

14 By: /s/ Kieran P. Ringgenberg
15 Kieran P. Ringgenberg (*pro hac vice*)

16 Attorneys for Plaintiffs Oracle USA, Inc.,
17 Oracle America, Inc. and Oracle International
18 Corp.

SHOOK, HARDY & BACON LLP

19 By: /s/ Robert H. Reckers
20 Robert H. Reckers (*pro hac vice*)
21 Attorneys for Defendants Rimini Street Inc.
22 and Seth Ravin

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[PROPOSED] ORDER

IT IS HEREBY ORDERED THAT, pursuant to the parties' stipulation, the record shall reflect that the deposition testimony played in court on September 18, 2015, trial transcript page 824, line 8, was the November 18, 2011 deposition of Seth Ravin, page 347, line 14 to 348, line 9.

IT IS SO ORDERED.

DATED:

By: _____

**United States District Court Judge
Hon. Larry R. Hicks**

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ATTESTATION OF FILER

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The signatories to this document are me and Robert H. Reckers, and I have obtained his
3 concurrence to file this document on their behalf.

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DATED: October 5, 2015

BOIES, SCHILLER & FLEXNER LLP

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By: /s/ Kieran P. Ringgenberg

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Corp.*

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CERTIFICATE OF SERVICE

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I hereby certify that the foregoing **STIPULATION AND [PROPOSED] ORDER RE**

16

DEPOSITION OF SETH RAVIN PLAYED IN OPEN COURT ON SEPTEMBER 18, 2015

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was filed, on September 23, 2015, with the Court's CM/ECF system which will send notice, via
18 email, to all attorneys registered with the CM/ECF system.

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Dated: October 5, 2015

BOIES, SCHILLER & FLEXNER LLP

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By: /s/ Kieran P. Ringgenberg

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Kieran P. Ringgenberg
Attorneys for Plaintiffs
Oracle USA, Inc.,
Oracle America, Inc. and
Oracle International Corporation

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Case Clip(s) Detailed Report
Friday, September 18, 2015, 12:44:47 PM

Oracle v Rimini St TRIAL

 Ravin, Seth (Vol. 02) - 11/18/2011

1 CLIP (RUNNING 00:00:56.586)

 SR34714-3489

SR34714

1 SEGMENT (RUNNING 00:00:56.586)



1. PAGE 347:14 TO 348:09 (RUNNING 00:00:56.586)

14 Q. Do you recall reading that the Oracle
15 "Terms of Use," preclude the use of automated
16 downloading tools?
17 A. No, I didn't read that part. I didn't --
18 my understanding, I saw that there was a discussion
19 and a change to the web terms relative to that.
20 Q. What do you recall about that change?
21 A. That change said that either you were
22 prohibited from causing Oracle's websites damage,
23 and there were examples there of certain tools and
24 automation that they felt could cause damage, but
25 obviously Rimini Street worked very hard to make
00348:01 sure that its actions in standing in the shoes of
02 customers and doing downloads, did not cause any
03 damage to Oracle's website.
04 Q. Do you recall reading that the "Terms of
05 Use" precluded the use of automated downloading
06 tools, bots, spiders, crawlers, things of that
07 nature?
08 A. No, that wasn't my interpretation. I
09 didn't see that that was actually precluded.

TOTAL: 1 CLIP FROM 1 DEPOSITION (RUNNING 00:00:56.586)